

SUPREME COURT OF WISCONSIN
OFFICE OF LAWYER REGULATION

Public Reprimand With Consent

2005-OLR-8

Jevon Jones Jaconi
Attorney at Law

The Respondent, Jevon Jones Jaconi, 32, practiced in Luxemburg, Wisconsin. This reprimand is based on the following conduct.

On May 21, 2001, a District Attorney filed charges against the grievants' son for homicide by intoxicated use of a motor vehicle. Another attorney initially represented the son and counseled the son to plead guilty. On February 26, 2002, the son pled guilty. After the plea hearing but before sentencing, grievants (M. L. and D. L.) retained Attorney Jaconi. Grievants were concerned that the prior attorney did not have a licensed mechanic or other qualified expert check the brakes on the vehicle their son had been driving. Attorney Jaconi was retained to conduct an investigation, to retain necessary experts, and to seek to have the plea withdrawn. On April 3, 2002, grievants paid Attorney Jaconi \$5,000.00 in cash for what they understood to be a flat fee. There was no written fee agreement.

Attorney Jaconi has provided varying descriptions of the basis for the fee. In a handwritten note to an intermediary who introduced Attorney Jaconi to the grievants, Attorney Jaconi stated that he would take the case for \$5,000.00. In a submission to OLR received January 20, 2004, Attorney Jaconi asserted, "I quoted [M. L.] \$5,000 to start and explained that we would go from there. Later on, I asked for and received another \$4,500

in two payments.” In a submission to OLR received February 9, 2004, Attorney Jaconi stated that the fees were to be flat fee payments: \$5,000.00 for the initial portion (auto inspection, related materials); \$2,000.00 for additional investigation; \$3,000.00 for the same. In a statement to the District Committee Investigator on November 10, 2004, Attorney Jaconi said that the agreement “would be \$5,000 down, and \$5,000 later, a total of \$10,000 ‘if everything went right.’”

M. L. and D. L. told investigators that each time Attorney Jaconi asked for more money, he needed it to “keep going” on the case; and that when they initially retained Attorney Jaconi, they were not told about stages of representation or additional payments. In addition to fee payments, Attorney Jaconi borrowed money from M. L. and D. L. Grievants acknowledge that the loans were not a condition of Attorney Jaconi’s continued representation of their son. On the other hand, they stated that “Mr. Jaconi implied that he would not be able to do effective work on our son’s criminal traffic case if he did not have some start up money to help get his firm going, including the purchase of books. He seemed to be stating that he could not provide a good defense for our son unless we loaned him this money.”

M. L. and D. L. made the following payments to Attorney Jaconi during the course of the representation: a \$5,000.00 payment on April 3, 2002; an \$8,000.00 payment intended as a loan to Attorney Jaconi on April 25, 2002; a \$2,000.00 payment on May 24, 2002; a \$1,019.53 payment on behalf of Attorney Jaconi for the purchase of law books on June 23, 2002; a \$1,500.00 payment on July 6, 2002; a \$3,500.00 payment intended as a loan to Attorney Jaconi on July 25, 2002.

On July 8, 2002, Attorney Jaconi filed a motion to withdraw the son's guilty plea in light of new evidence Attorney Jaconi had developed establishing a potential mechanical defect defense. The court heard the motion on July 8th and July 22nd, and denied the motion on July 24th. Postconviction counsel raised the new evidence issue on appeal, but the son's conviction was affirmed, as the court found the defense was waived by the guilty plea.

On December 5, 2002, Attorney Jaconi paid M.L. and D.L. \$500.00 toward his loan. Attorney Jaconi has not made any further loan payments.

After conducting a formal investigation pursuant to Supreme Court Rules 22.03 and 22.04, the director found that Attorney Jaconi violated Supreme Court Rule 20:1.5(b), which states, "When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation."

In 2003, Attorney Jaconi received a one-year suspension for misconduct in seven separate client matters.

In accordance with SCR 22.09(3), Attorney Jaconi is hereby publicly reprimanded.

Dated this 13th day of October, 2005.

SUPREME COURT OF WISCONSIN

/s/ Konrad T. Tuchscherer
Konrad T. Tuchscherer, Referee